



ADOPT A HIGHWAY  
SEDGWICK COUNTY, KANSAS

APPLICATION

Sedgwick County, Kansas Adopt A Highway Program is part of an effort to make our roadways litter free. The program is voluntary, designed for non-profit organizations. Sedgwick County provides programs which are accessible to the public without regard to race, color, national origin, sex age, religious or political affiliations, disability, or status as a disabled or Vietnam-era veteran. Each volunteer (adopting) group assumes responsibility for an assigned section of roadway and agrees to remove litter and trash a minimum of three times a year for at least a two year period. Sedgwick County, Kansas will work with the adopting group to select the specific section of roadway to be adopted. Some roadway may not be considered for a number of reasons, usually safety related.

Please print all information below.

Date: 10-20-15

Westar Energy Murray Gill Employees  
Group

6100 W 55th St. South Wichita 67215  
Mailing Address City Zip

GARY SIMPSON 316-295-6430  
Adopt A Highway Point of Contact

316-~~825~~ 291-8700 (MURRAY GILL PLANT)  
Telephone Number for Day and Night

Approximate number of people participating in each cleanup: 6-8

Highway section(s) you are interested in adopting (in order of preference):

|    | Road Name             | Location (to/from)                     | Approximate Length |                           |
|----|-----------------------|--|--------------------|---------------------------|
| 1. | <u>HOOVER</u>         | <u>47th st. south / 55th st. south</u> | <u>1 mile</u>      | <u>&gt; 2 miles total</u> |
| 2. | <u>55th st. south</u> | <u>HOOVER / RIDGE</u>                  | <u>1 mile</u>      |                           |
| 3. |                       |  |                    |                           |

Mail this form to: Sedgwick County Public Works  
"Adopt A Highway Program"  
1144 S. Seneca  
Wichita, KS 67213

☐ Check if this is a renewal application

Recommended by County Engineer: David C. Spears, P.E.

## AGREEMENT

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between Sedgwick County, Kansas, hereinafter called "County", and WESTAR ENERGY MURRAY Gill employees, hereinafter called "Group".

WHEREAS, County has established an "Adopt A Highway Program" for Sedgwick County pursuant to Resolution No. 104-1990; and

WHEREAS, Group recognizes the need and desirability of litter-free roadways and wishes to contribute to this effort.

NOW, THEREFORE, in the consideration of the mutual covenants, conditions and promises contained herein, the parties hereto agree as follows:

SECTION I. Group agrees to comply with the conditions set forth below, and any and all other conditions or directions issued by County's Public Works Office with regard to the Adopt A Highway Program.

- A. Group shall conduct a safety meeting prior to each roadside pickup outing. All participants must attend and agree in writing to assume the risks involved in the performance thereof. (Release forms provided by County's Public Works Office).
- B. Group agrees to notify County's Public Works Office at least two (2) days in advance of its planned pickup time.
- C. Group agrees that the minimum length of roadway to be adopted in rural or undeveloped areas is: Two (2) miles, and that this minimum length may be reduced to one (1) mile should litter pickup be permitted in urban areas.
- D. Group agrees to adopt its section of roadway for a minimum of two (2) years, with a renewal option when agreeable to both parties.
- E. Participants must be at least 11 years of age. Persons between the ages of 11 and 18 must be accompanied by at least one person over the age of 21 per five (5) persons under the age of 18.
- F. Children under the age of 11 years shall not be allowed in the litter pickup area. Children shall not be left unattended in participants' parked vehicles.
- G. Group shall pick up litter a minimum of three (3) times a year (recommended schedule: early Spring, Summer, early Fall). No litter pickup will be scheduled on State recognized holidays or holiday weekends.
- H. Persons engaged in litter pickup on the right of way must wear an appropriate safety vest at all times during pickup. (County will furnish safety vests).
- I. Litter pickup efforts must be done in groups of three (3) or more. Individuals may not pick up trash alone.

- J. All litter pickup activities must be accomplished during daylight hours – one hour after sunrise to one hour before sunset.
- K. All litter pickup will be accomplished on one side of the roadway at a time, if both sides are assigned, and will be restricted to areas of the right of way outside the pavement and shoulder areas. At the discretion of County's Public Works Office, litter pickup may be permitted in the median areas of divided roadways.
- L. Group shall obtain County furnished materials (trash bags, safety vests and all forms) during regular working hour of said Public Works Office.
- M. All safety vests, unused trash bags, and unused safety brochures shall be returned during regular working hours to County's Public Works Office within one (1) week following litter pickup.
- N. Group will place filled trash bags at locations designated by County's Public Works Office along the outside shoulder edge. Trash bags will be removed and disposed of by County the next working day.
- O. Group shall not begin litter pickup until the fold-down traffic control warning sign installed on Adopt A Highway sign supports at each end of its adopted section of roadway is displayed. The sign shall be returned to its folded up position after the cleanup has been completed.
- P. Group has no authority to stop or direct traffic.
- Q. Use of controlled substances (including alcoholic beverages) shall be prohibited.
- R. Group shall not trespass or interfere with the rights of private land owners.
- S. Group shall observe County's recommended areas where vehicles should not be parked and shall obey all state and local traffic laws (i.e., parking regulations, etc.) while engaged in the Adopt A Highway Program.
- T. Group shall notify County's Public Works Office of publicity efforts before each pickup.
- U. Participant's pet shall not be allowed in the pickup area.
- V. Violation of any of the foregoing conditions may cause this agreement to be terminated.

SECTION II. County's Public Works Office agrees to:

- A. Erect an identification sign at each end of the adopted section with Group's name or acronym displayed.
- B. Provide initial information and safety instruction information.
- C. Provide safety vests, trash bags and safety literature.
- D. Remove filled trash bags the first work day after the pickup.



- E. Provide press information upon request from the media.
- F. Pick up large, heavy or hazardous materials when found, but will not routinely pick up litter from the adopted roadway section.

SECTION III. Group shall carry liability insurance in the minimum amount of Five Hundred Thousand Dollars (\$500,000) per incident and list the Board of County Commissioners of Sedgwick County, Kansas, as additional insured. A certificate evidencing such insurance shall be furnished to and approved by the County Counselor, or his designee, prior to the effective date of this agreement.

SECTION IV. Roadway Assigned: Hoover: 47<sup>th</sup> South to 55<sup>th</sup> South (1 mile)  
55<sup>th</sup> South: Hoover to Ridge Road (1 mile)

SECTION V. Group acknowledges the potential hazards posed by traffic, nature, and hazardous materials which may be found on road right of ways and by signature hereto assumes those risks.

IN WITNESS WHEREOF, the parties hereto have executed this agreement by signature of their duly authorized officers the day and year first above written.

WESTAR ENERGY  
MURRAY GILL Employees  
Name of Group (Please Print)

Gary Simpson  
Authorized Signature for Group

SEDGWICK COUNTY PUBLIC WORKS

Ja Marsh  
Signature of County's Authorized  
Adopt A Highway Coordinator

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
OF SEDGWICK COUNTY, KANSAS

KELLY ARNOLD, COUNTY CLERK

SEAL

APPROVED AS TO FORM ONLY:

Robert W. Parnacott  
ROBERT W. PARNACOTT  
ASSISTANT COUNTY COUNSELOR



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/15/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| <b>PRODUCER</b><br>Marsh USA Inc.<br>500 Dallas St, Suite 1500<br>Houston, TX 77002<br>Attn: Houston.Certs@marsh.com Fax: 212-948-0509 | <b>CONTACT NAME:</b><br><b>PHONE (A/C, No, Ext):</b><br><b>FAX (A/C, No):</b><br><b>E-MAIL ADDRESS:</b>  |                               |        |  |         |  |       |             |  |             |  |             |  |             |  |
|--|--|-------------------------------|--------|--|---------|--|-------|-------------|--|-------------|--|-------------|--|-------------|--|
| <b>INSURED</b><br>WESTAR ENERGY, INC.<br>ATTN: ANGELA COOL<br>PO BOX 889<br>818 KANSAS AVE.<br>TOPEKA, KS 66601                        | <table border="1"><thead><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A : Associated Electric &amp; Gas Ins Services Ltd</td><td>3190004</td></tr><tr><td>INSURER B : Liberty Mutual Insurance Company</td><td>23043</td></tr><tr><td>INSURER C :</td><td></td></tr><tr><td>INSURER D :</td><td></td></tr><tr><td>INSURER E :</td><td></td></tr><tr><td>INSURER F :</td><td></td></tr></tbody></table> | INSURER(S) AFFORDING COVERAGE | NAIC # | INSURER A : Associated Electric & Gas Ins Services Ltd | 3190004 | INSURER B : Liberty Mutual Insurance Company | 23043 | INSURER C : |  | INSURER D : |  | INSURER E : |  | INSURER F : |  |
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| INSURER C :  |  |                               |        |  |         |  |       |             |  |             |  |             |  |             |  |
| INSURER D :  |  |                               |        |  |         |  |       |             |  |             |  |             |  |             |  |
| INSURER E :  |  |                               |        |  |         |  |       |             |  |             |  |             |  |             |  |
| INSURER F :  |  |                               |        |  |         |  |       |             |  |             |  |             |  |             |  |

**COVERAGES**

CERTIFICATE NUMBER:

HOU-002708748-03

REVISION NUMBER:1

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE  | ADDL SUBR INSD WVD  | POLICY NUMBER      | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS  |
|----------|--|---|--------------------|-------------------------|-------------------------|---|
|          | <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER: |   |                    |                         |                         | EACH OCCURRENCE \$ See Description<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$<br>MED EXP (Any one person) \$<br>PERSONAL & ADV INJURY \$<br>GENERAL AGGREGATE \$<br>PRODUCTS - COMP/OP AGG \$<br>\$                    |
|          | <b>AUTOMOBILE LIABILITY</b><br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS                           |   |                    |                         |                         | COMBINED SINGLE LIMIT (Ea accident) \$ See Description<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$   |
| A        | <input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CLAIMS-MADE<br>DED <input checked="" type="checkbox"/> RETENTION \$2,000,000                |   | XL5036505P         | 10/19/2015              | 10/19/2016              | EACH OCCURRENCE \$ 1,000,000<br>AGGREGATE \$ 1,000,000<br>\$  |
| B        | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below   | Y/N<br><input checked="" type="checkbox"/> N <input type="checkbox"/> N/A | EW5-64N-443992-015 | 10/19/2015              | 10/19/2016              | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$ See Description<br>E.L. DISEASE - EA EMPLOYEE \$ See Description<br>E.L. DISEASE - POLICY LIMIT \$ See Description |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

WESTAR ENERGY SELF-INSURES ALL GENERAL LIABILITY AND EMPLOYER'S LIABILITY LOSSES UP TO \$2,000,000, AUTO LIABILITY LOSSES UP TO \$500,000 AND WORKERS COMPENSATION LOSSES UP TO \$750,000. THE AEGIS EXCESS LIABILITY POLICY PROVIDES LIABILITY COVERAGE FOR LOSSES IN EXCESS OF THESE RETENTIONS.

THE CERTIFICATE HOLDER IS AN ADDITIONAL INSURED AS REQUIRED BY WRITTEN CONTRACT, SUBJECT TO POLICY FORMS, TERMS, CONDITIONS, LIMITATIONS AND EXCLUSIONS, AS THEIR INTEREST MAY APPEAR.

**CERTIFICATE HOLDER****CANCELLATION**

Sedgwick County Public Works  
"Adopt a Highway Program"  
1144 S. Seneca  
Wichita, KS 67213

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE  
of Marsh USA Inc.  
Jessie Guerrero

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